

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization





Chicago Title Insurance Company

# COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Chicago Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned:

By: Natalie Bombardieri  
Authorized Signature



By

Randy Quirk

Randy Quirk, President

Attest

Michael Gravelle  
Michael Gravelle, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data for reference only:**

Issuing Agent: **Chicago Title Agency, Inc.**  
 Issuing Office: **6710 N. Scottsdale Rd, Suite 100 B, Scottsdale, AZ 85253**  
 Escrow Officer: **Deanna Lee**  
 Title Officer: **Bob Bice**  
 ALTA® Universal ID:  
 Loan ID Number:  
 Reference Number.:  
 Issuing Office File Number: **C1802110-340-DL4-BB2**  
 Property Address: **7000 E 4th St, Scottsdale, AZ 85251**  
 Revision Number: **Amendment No. 3, Amendment Date: March 20, 2018**

**SCHEDULE A****AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **March 1, 2018 at 7:30 a.m.**
2. Policy to be issued:
  - (a) **ALTA Standard Owners Policy (6-16-06)**  
 Proposed Insured: **City of Scottsdale and Goldwater Boulevard LLC**  
 Proposed Policy Amount: **\$100,000.00**
  - (b) **None**  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00**
  - (c) **None**  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
**A FEE**
4. Title to the Fee estate or interest in the Land is at the Commitment Date vested in:  
**2008 Condo Properties, LLC, a Texas limited liability company**
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

Countersigned:

*Natalie Bombardieri*  
 By: \_\_\_\_\_  
 Authorized Signature



By:

*Randy Quirk*  
 \_\_\_\_\_  
 Randy Quirk, President

Attest:

*Michael Gravelle*  
 \_\_\_\_\_  
 Michael Gravelle, Secretary

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN SCOTTSDALE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Lot 1, LOLOMA II, according to Book 654 of Maps, page 17, records of Maricopa County, Arizona.

APN: 130-13-129

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72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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## SCHEDULE B

### PART I – REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.

Note: No contact information can be found of record for the Courtyard at Main St. Plaza Scottsdale Condominium Association pursuant to ARS 33-1807(J).

8. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a liability amount and list of requested endorsements prior to submitting the transaction for said approval. Failure to provide this information may result in the closing being delayed.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: 2008 Condo Properties, LLC, a Texas limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. Intentionally Omitted.

11. Intentionally Deleted

12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

13. Furnish for recordation a deed as set forth below:

Type of deed:                      Warranty  
Grantor(s):                        2008 Condo Properties, LLC, a Texas limited liability company  
Grantee(s):                        City of Scottsdale and Goldwater Boulevard LLC, a(n) \_\_\_\_\_ limited  
   liability company

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

14. Recordation of a certified copy of the Ordinance of the City of Phoenix authorizing the execution and delivery of all instruments necessary to consummate this transaction.
15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company:        Goldwater Boulevard LLC, a(n) \_\_\_\_\_ limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**Tax Note:**

Year:	2017
Tax Parcel No:	130-13-129
Total Tax:	\$9,435.76
First Installment Amount:	\$PAID
Second Installment Amount:	\$PAID

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

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**END OF SCHEDULE B, PART I—REQUIREMENTS**

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## SCHEDULE B

### PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2018.

2. Any outstanding liabilities and obligations, including unpaid assessments, imposed upon said Land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purposes of obtaining water rights for said Land.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	public utilities
Recording Date:	05/24/1994
Recording No:	1994-415957
Re-Recording Date:	10/18/1994
Re-Recording No:	<u>1994-748898</u>

Thereafter, the effect of Release of Easement recorded September 24, 2003 in Recording No. 2003-1341986.

4. Matters contained in that certain document

Entitled:	Redevelopment Agreement
Dated:	04/17/2002
Executed by:	The City of Scottsdale and Arts District Group, L.L.C., an Arizona limited liability company
Recording Date:	04/26/2002
Recording No:	<u>2002-426830</u>

Thereafter, a Supplement Agreement recorded July 1, 2002 in Recording No. 2002-673089; First Amendment to Redevelopment Agreement recorded November 20, 2003 in Recording No. 2003-1602863; Second Amendment to Redevelopment Agreement recorded November 18, 2004 in Recording

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**SCHEDULE B**  
**PART II – EXCEPTIONS**  
(Continued)

No. 2004-1353192 and re-recorded December 8, 2004 in Recording No. 2004-1439812 and Third Amendment to Redevelopment Agreement recorded March 16, 2006 in Recording No. 2006-353982. The Terms and effect of Redevelopment Agreement Termination Notice recorded November 16, 2010 in Recording No. 2010-1003679.

Reference is hereby made to said document for full particulars.

5. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 654 of Maps, Page 17.
6. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 2006-593159

Liens and charges as set forth in the above mentioned declaration,

Payable to: Courtyard at Main St. Plaza Scottsdale Condominium Association

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**END OF SCHEDULE B, PART II – EXCEPTIONS**

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